

# Activities

## Parks, Libraries & Cultural

### Final Agenda

### Louisville Metro Council

**Meeting Date:** 03/13/2006

**Meeting Time:** 5:00 PM

**Location:** Third Floor, City Hall

**Chairs:** Glen Stuckel (17)

**Members:** Tom Owen (8)  
Tina Ward-Pugh (9)  
Ron Weston (13)  
Glen Stuckel (17)  
Robin Engel (22)  
Madonna Flood (24)  
Ellen Call (26)

**Special Items for Discussion:** Reorganization of the Parks Department, overview of ongoing projects and promotion of new initiatives for the upcoming year -Mike Heitz, Director of Metro Parks

- 1 [R-36-03-06](#) A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE COMMONWEALTH OF KENTUCKY THROUGH ITS GOVERNOR'S OFFICE OF LOCAL GOVERNMENT, IN THE AMOUNT OF APPROXIMATELY \$10,000.00 FOR TRAIL DEVELOPMENT AND IMPROVEMENTS IN OTTER CREEK PARK.

[Sponsor\(s\)](#) [1 Attach.](#) [Parks, Libraries & Cultural Activities](#)

**RESOLUTION NO. \_\_\_\_\_, SERIES 2006**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE COMMONWEALTH OF KENTUCKY THROUGH ITS GOVERNOR'S OFFICE OF LOCAL GOVERNMENT, IN THE AMOUNT OF APPROXIMATELY \$10,000.00 FOR TRAIL DEVELOPMENT AND IMPROVEMENTS IN OTTER CREEK PARK.**

**Sponsored By: Councilman Glen Stuckel**

**WHEREAS**, the Commonwealth of Kentucky, has made funding available under the Recreational Trails Program; and

**WHEREAS**, the Louisville/Jefferson County Metro Government wishes to take advantage of this funding opportunity through its Metro Parks Department.

**BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:**

**SECTION I:** The Mayor is hereby authorized to accept the Recreational Trails Program grant from the Commonwealth of Kentucky in the amount of approximately \$10,000.00, for trail development and improvement of existing trails in Otter Creek Park.

**SECTION II:** This Resolution shall take effect upon its passage and approval.

\_\_\_\_\_  
Kathleen J. Herron  
Metro Council Clerk

\_\_\_\_\_  
Kevin J. Kramer  
President of the Council

\_\_\_\_\_  
Jerry E. Abramson  
Mayor

\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Irv Maze  
Jefferson County Attorney

BY: \_\_\_\_\_



GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT  
OFFICE OF THE GOVERNOR

**Ernie Fletcher**  
Governor

1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601-8204  
Phone (502) 573-2382  
Fax (502) 573-2939  
Toll Free (800) 346-5606  
[www.gold.ky.gov](http://www.gold.ky.gov)

**Ellen Williams**  
Commissioner

August 24, 2005

The Honorable Jerry Abramson  
Mayor, Louisville and Jefferson County  
Metro Government  
527 West Jefferson St.  
Louisville, Kentucky 40202

RE: Otter Creek Park Multi-use Trail Improvement and Extension  
RTP Project No. 260-05

Dear Mayor Abramson:

Enclosed is a copy of the executed Memorandum of Agreement for the above referenced project. Also enclosed is a billing request packet that should be used when submitting requests for reimbursement. The grant funds can be obtained on a reimbursable basis upon the satisfactory evidence of performance of work shown on Attachment A, Scope of Services and Budget, of the Memorandum of Agreement.

Please contact Jodie McDonald at 502-573-2382 or 1-800-346-5606 if you should require a meeting before you start the project or if you need technical assistance while administering this project. I look forward to working with you on the successful completion of this grant.

Sincerely,

  
Myralee Smith-Cowley, Executive Director  
Office of Grants

Enclosures

**MEMORANDUM OF AGREEMENT**  
**between the**  
**Governor's Office for Local Development**  
**and**  
**Louisville and Jefferson County Metro Government**

**Whereas** the Governor's Office for Local Development, hereinafter referred to as GOLD, is responsible for the administration of the Recreational Trails Program for the Commonwealth of Kentucky; and

**Whereas** Louisville and Jefferson County Metro Government, hereinafter referred to as the grant recipient, submitted an eligible project under the Recreational Trails Program that was selected for funding (hereinafter "the Project") using the Program's Rating Criteria and other considerations; and

**Now therefore**, this cooperative agreement is made between GOLD and the grant recipient who agree subject to final approval of the Secretary of the Finance and Administration Cabinet to the terms and conditions which appear following:

**1. Purpose and Amount**

GOLD shall, subject to the terms and conditions set forth herein, reimburse the grant recipient for its actual expenses incurred in its performance of the project during the term of this agreement. The specific activities to be conducted are outlined separately in the Scope of Services and Budget included as Attachment A to this agreement. Reimbursement under this agreement shall not exceed \$10,000.00.

**2. Period of Performance**

This agreement, upon execution by appropriate signatures and approval, shall be effective upon filing of the agreement with the Government Contract Review Committee of the Legislative Research Committee and shall continue until June 30, 2007. During the term of this agreement, available funds may be applied to eligible expenditures as identified in Attachment A, Scope of Services and Budget.

**3. Scope of Services**

The grant recipient agrees to fully conduct the activities described in Attachment A, Scope of Services and Budget.

**4. Method of Payment**

The grant recipient shall make full payment for the cost of an item and/or provide documentation for in-kind contributions before submitting a request for reimbursement of eligible project costs. During the term of this agreement, eligible project costs are identified in Attachment A, Scope of Services and Budget. A request for reimbursement may not be submitted to GOLD for less than 25 percent of the total eligible project costs. The rate of reimbursement will be 50 percent. The final 25 percent of the National



Recreational Trails Fund grant will be withheld until the project is completed, inspected, and accepted by GOLD staff and representatives of the Federal Highway Administration. Payments pursuant to this agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency head has been granted delegation authority by the secretary.

5. **Amendment**

The terms and conditions of this agreement may be amended at anytime only by mutual, written agreement of the parties.

6. **Termination**

Either party may cancel the agreement at any time for cause or may cancel without cause on thirty (30) days written notice. In the event of termination, GOLD agrees to reimburse the grant recipient for all authorized expenditures incurred by the grant recipient by the termination on a percentage basis that is equal to the rate of reimbursement indicated on page 1 under Method of Payment.

7. **Special Terms and Conditions**

The grant recipient shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies including but not limited to the provisions of **49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**. As evidence of the grant recipient's intention to comply, a **Standard Form 424D, Assurances - Construction Programs**, shall be signed by the authorized certifying official and made a part of this Memorandum of Agreement. If applicable, the grant recipient shall provide documentation to show compliance with the **Uniform Relocation Assistance and Real Property Acquisition Act of 1990** as amended and **KRS 45A**. This documentation must be submitted before the first request for grant reimbursement is made.

The grant recipient shall appropriately address any advisory comments that are attached to the Kentucky State Clearinghouse's notification letter relating to the grant recipient's project. If applicable, evidence that the advisory comments have been satisfactorily addressed must be submitted to GOLD before any work can begin on this project. Additionally, during the period of performance, the grant recipient shall notify GOLD immediately if any significant adverse environmental impacts result from project implementation and shall cease all project activity until an evaluation is made by GOLD and its representatives to determine what actions are necessary and appropriate.

In the design, construction, rehabilitation, and maintenance of trails funded by the Recreational Trails Program (except that federal land management agencies will use their own standards), the grant recipient shall use standards that are listed in the following publications:

- **Standard Specifications for Construction of Trails, U.S. Forest Service.**
- **Trails Management Handbook, U.S. Forest Service.**

- **Guide for the Development of Bicycle Facilities, The American Association of State Highway and Transportation Officials.**
- **Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, 49 CFR Part 37** (Grant recipients shall make efforts to provide and improve recreational access opportunities for people with disabilities within reasonable costs and environmental constraints).

Additionally, signs and traffic control devices shall comply with the **Manual on Uniform Traffic Control Devices and Standard Highway Signs, U.S. Federal Highway Administration.**

The grant recipient shall submit a quarterly progress report. Reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e. January 15, April 15, July 15, and October 15). The report shall list the line items in the cost estimate and the percent of completion. Also, the progress report shall include an indication of any problems or time delays.

GOLD staff will conduct project inspections. Representatives of the Federal Highway Administration may also make periodic inspections of the project. Inspection reports will be sent to the grant recipient. Any deficiencies noted in the inspection reports shall be corrected by the grant recipient and notice of the corrective action taken by the grant recipient shall be reported in writing to GOLD within two weeks of receipt of the inspection report.

Once completed, the grant recipient shall operate and maintain the grant-assisted facilities as follows:

- Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- Facilities shall be kept reasonably safe for public use.
- Facilities shall be kept open for public use at reasonable hours and times of the year.
- Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.

The grant recipient shall retain all program and financial records by for a period of three years after the final grant payment is made.

At a minimum the following records shall be maintained and made available for audit:

- Payroll register by pay period showing names, hours worked, hourly rate, benefits, deductions, gross pay, and net pay.
- Final cost summary of all payroll registers.
- Time sheets signed by both employees and their respective supervisors.
- Invoices for purchased materials.
- Invoices for all design and construction costs.
- Each invoice shall have the date paid and check number indicated on it.
- Cancelled checks or copies thereof.
- Copies of documents used in procurement (advertisements, plans and specifications, bid tabulations, contracts, and change orders).



- Statements specifying donations to the project signed by the donor.

Upon determination by the GOLD that the grant recipient has been reimbursed for expenditures that were not authorized by this agreement, the grant recipient shall return all funds paid to the grant recipient by the GOLD as a result of such expenditure.

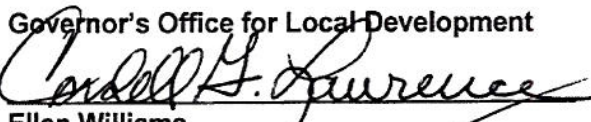
**8. Access to Grant Recipient's Books, Documents, Papers, Records, or Other Evidence Directly Pertinent to the Contract**

The grant recipient agrees that the GOLD, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the GOLD, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

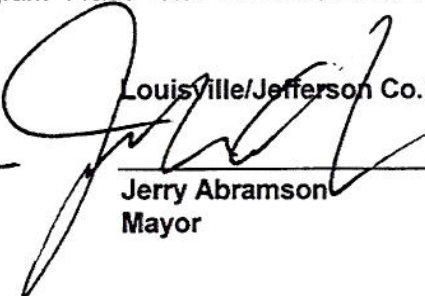
**9. Disadvantaged Business Enterprises (DBE)**

The grant recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.3801 et seq.).

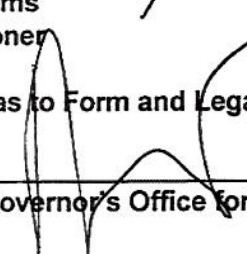
Governor's Office for Local Development

  
Ellen Williams  
Commissioner

Louisville/Jefferson Co. Metro Gov.

  
Jerry Abramson  
Mayor

Examined as to Form and Legality Only:

  
Counsel, Governor's Office for Local Development

**ATTACHMENT A  
SCOPE OF SERVICES AND BUDGET  
Otter Creek Park Multi-use Trail Improvement and Extension  
RECREATIONAL TRAILS PROGRAM PROJECT**

**SCOPE:** Improve existing trails, construction of a new trail

**BUDGET:**

Eligible Expenditures	Estimated Cost
Trail Development and improvements	\$20,000.00

**TOTAL COSTS    \$20,000.00**

**FUNDING**

RPT Grant	\$10,000.00-	50%
Local Match	\$10,000.00 -	50%
Total Funds	\$20,000.00 -	100%





## DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

### THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATING AGENCY/DEPARTMENT

*Metro Parks*

AGENCY/DEPARTMENT DIRECTOR

#### SIGNATURE APPROVALS

BUDGET DIRECTOR

COUNTY ATTORNEY

CABINET SECRETARY

DEPUTY MAYOR/SPECIAL COUNSEL

DOCUMENT NAME

*Memorandum of Agreement*

SUMMARY OF DOCUMENT

*MOA with Governors Office  
for Rural Development for grant  
Recreational Trails Program*

DOCUMENT ORIGINATOR AND/OR CONTACT PERSON

*Brenda Katman*

TELEPHONE

*456-3246*

DATE APPROVED BY MAYOR

### INSTRUCTIONS FROM THE MAYOR